

RELEASE

WHEREAS, the United States of America, by Bill of Sale with Conditions Subsequent or Conditional Transfer Document (Aircraft or Vessel) (hereinafter called the Transfer Document), dated January 27, 1993 transferred all of its right, title and interest in and to an aircraft or vessel, more fully described as follows:

**GRUMMAN OV-1 S/N 68-15958**

unto the ROPKEY ARMOR MUSEUM (formerly known as the Indiana Museum of Military History, Inc) of 6424 W. 79 ST, INDIANAPOLIS, IN 46278; and

WHEREAS, the said Transfer Document contained certain restrictions in the form of conditions subsequent on the use and disposition of the above aircraft or vessel; and,

WHEREAS, the said Transfer Document provided that upon breach of any one or all of the said conditions subsequent all right, title and interest in and to the said aircraft or vessel shall in the case of the Bill of Sale, or may at the option of the United States in the case of the Transfer Document forthwith revert to become the property of the United States of America, and the Ropkey Armor Museum or its successor in function shall forfeit all of their right, title and interest in and to the said aircraft or vessel; and,

WHEREAS; the United States is desirous of releasing and extinguishing the said conditions subsequent, together with all rights of forfeiture for breach thereof.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT that the United States of America, acting by and through the Administrator of General Services by Greg Flores, Regional Director, Personal Property Division, Region 5, General Services Administration, pursuant to the authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, (40 U.S.C. 471 et seq.) for and in consideration of the Donee having performed in accordance with the terms and conditions of the Transfer Document, which is hereby acknowledged, does hereby release the Ropkey Armor Museum from the observance and performance of the conditions subsequent contained in the above-mentioned Transfer Document, and does further assign, transfer and release unto the Ropkey Armor Museum all such right, title and interest as it may have in and to the said aircraft or vessel.

All aircraft used in the United States civil operations are required by law to be certificated as airworthy in accordance with regulations established by the Federal Aviation Administration, Department of Transportation..

The General Services Administration does not in any way represent the aircraft released herein now meet, or can be modified to meet, such certification requirements and assumes no liability in connection therewith. The Federal Aviation Administration, also, does not assume any liability or anyway guarantee that aircraft considered to have a reasonable potential for certification are in fact certifiable.

IN WITNESS THEREOF, the United States of America has duly executed this instrument this 9 day of Jan, 2000.

THE UNITED STATES OF AMERICA  
By the Administrator, General Services  
Administration

By (b) (6)  
Region 1 Director, Personal  
Property Division, GSA Region 5

CITY of Chicago)

COUNTY of Cook)

STATE of ILLINOIS)

On this 9<sup>th</sup> day of JANUARY, 2000, before me appeared sworn, says that he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the Administrator, General Services Administration, and acknowledged the foregoing instrument to be the free act and deed of the UNITED STATES OF AMERICA.

Given under my hand and official seal the day and year above written.



(S E A L)

(b) (6)  
Notary Public in and for the  
City of Chicago  
County of Cook  
State of ILLINOIS

My commission expires: 4-19-02

The foregoing notarization should be checked to insure that it conforms to the requirements of local law. It may be varied if necessary.



OV-1



# INDIANA MUSEUM OF MILITARY HISTORY, INC.

6424 WEST 79th STREET • INDIANAPOLIS, IN 46278 • 317/875-0141 • 317/632-5446

November 20, 1992

Mr. George Stanley, AUO  
GSA  
P. O. Box 10030  
Richmond, VA 23240

Dear Mr. Stanley:

Please consider this the Indiana Museum of Military History's letter of intent regarding our planned usage of the Grumman OV-1 aircraft we are requesting.

As you know, our organization is heavily involved in the preservation of all models of the OV-1. At present we have three variants under restoration, but have no D model. Detailed inspection of this aircraft has not been accomplished at this time. Therefore it is not possible to determine whether or not it will be economical to restore it to flight status. Barring any major complications it is our goal to ultimately restore, maintain and operate this aircraft for public exhibition purposes, both flying and static. The OV-1 would be licensed and operated in the FAA Civil Use category of Experimental/Exhibition. The historic significance of the OV-1 and its role as an observation aircraft in Vietnam is of particular importance to us as public interest in this part of U. S. history is increasing.

A large number of our extensive collection of over 150 restored operational military vehicles are from the same era as the OV-1 and together they make most complimentary displays.

A donation of this aircraft to our organization would be a tremendous boost in helping us complete what is undoubtedly the most comprehensive historical display of Vietnam era equipment.

Your consideration of our request is most appreciated. If you would like to discuss our program and needs further, please contact me at 317-632-5446.

Sincerely,

(b) (6)

Rick Ropkey  
Vice President

RR/jsl

## NON-COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America acting by and through the State of INDIANA, State Agency for Surplus Property (hereinafter called the Donor), pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat.377) as amended for and in consideration of and in reliance upon the representations of The Indiana Museum of Military History, Inc.

whose address is 6424 W. 79th St., Indianapolis, IN 46278 (hereinafter called the Donee) that the Property hereinafter described as required in the furtherance of the Donee's program and that such Property will be used solely in connection with such programs and more specifically for all the following purposes:

Aircraft to be used

for training and display, static and flying in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated Nov. 20, 1992 which Expression of Interest is hereby incorporated and herein made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all of its rights, title, and interest in the following described non-combat aircraft, aircraft engines, and propellers, Grumman OV-1 S/N 68-15958

together with all engines, appurtenances, and accessories attached thereto or has been determined to have a fair market value of \$5,000.00, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is", "where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof; subject, however, to the following conditions:

1. The Donee agrees to apply to the Federal Aviation Administration for registration of Property which is intended for flight purposes within 30 days of receipt of a fully executed copy of this instrument. The Donees application for registration shall include a fully executed copy of this instrument.

2. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof, and used for a 12 month period thereafter.

3. In the Event the Donee does not apply to the Federal Aviation Administration for registration of the Property which is intended for flight operations, (or other uses unless registration is waived by the Donor) or in the event the aircraft Property is not placed in use within 12 months of receipt, and for a 12 month period thereafter, provide notice thereof, in writing to the Donor, and at the Donees expense, return such Property to the Donor, or otherwise make the Property available for transfer, provided the Property is still usable as determined by the Donor, or otherwise dispose of the Property as the Donor may direct.

4. In the event the Property is not so used or handled as required by (1), (2), and (3) above, title and right to the possession of the Property shall at the option of the Donor revert tot he United States of America. Upon demand the Donee shall, as directed by the Donor, or its designee, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States of America.

5. There shall be a further period of restriction beginning on the day the Property has been used for the period prescribed in (2) above. This period will expire after the Property has been used for the purpose stated for a period of 48 months.

6. During the period of restriction prescribed in (5) above, the Property shall be used only for the purpose stated.

7. During the periods of restriction prescribed in (2) and (5) above, the Donee shall make reports to the Donor on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by such Donor.

8. At the expiration of the period of restriction, prescribed in (5) above, a release document shall be executed by the Donor and be forwarded tot he Donee.

9. During the periods of restriction prescribed in (2) and (5) above the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of the Donor under (2), or under (5) above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (2) above, when such action is authorized by the Donor shall be for the benefit and account of the United States of America, or for the period of restriction set forth in (5) above.

10. In the event, during the periods of restriction prescribed in (2) and (5) above, the Property is sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval, the Donee, at the option of the Donor shall be liable for the proceeds of the Property at the time of such unauthorized transaction or use, as determined by the Donor.

11. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (2) and (5) above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the Donor and shall as directed by the Donor:

- a. Release the Property to another donee or State Agency; or
- b. Release the Property to a Department or Agency of the United States ;or
- c. Release the Property to such other institution or agency as may be determined to have need therefor; or
- d. Sell the Property with the proceeds remitted promptly from the Donee to the Donor; or
- e. Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to the Donor and the material content to be disposed of in accordance with instructions of the Donor; or
- f. Otherwise dispose of the Property.

12. At the option of the Donor, the Donee may obtain abrogation of the terms and conditions set forth in (5) through (11) above, by payment of an amount determined by the Donor.

13. The Donor may waive any, or may terminate all of the terms and conditions set forth in (5) through (11) above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined to be appropriate.

IN WITNESS WHEREOF, the Donor has duly executed this instrument this 27th day of January, 1993.

UNITED STATES OF AMERICA Acting by and through the

Indiana  
State Agency for Surplus Property

By (b) (6)  
Title: Director

Donee: (b) (6)  
By Fred N. Kopyev, III  
Title Vice President

INSTITUTION OR ORGANIZATION:

The Indiana Museum of Military History, Inc.

City of Indianapolis  
County of Marion  
State of Indiana

On this 28<sup>th</sup> day of January, 1993,  
before me appeared Fred Kopyev,  
to me personally known, who being by me duly sworn, says that he is  
the person who executed the foregoing instrument and that such  
instrument was executed under duly delegated authority on behalf of  
the Indiana State Agency, for  
Surplus Property, and acknowledged the foregoing instrument to be  
t h e f r e e a c t a n d d e e d o f t h e  
Donee.

Given under my hand and official seal the day and year above  
written:

(b) (6)  
Notary Public in and for the  
City of Indianapolis  
County of Marion  
State of Indiana

(SEAL)

My Commission Expires: April 15, 1996



# TRANSFER ORDER SURPLUS PERSONAL PROPERTY

1. ORDER NUMBER(S)

FORM APPROVED  
OMB NUMBER

3090-0014

PAGE 1 OF

PAGES

2. TYPE OF ORDER

☒ STATE AGENCY
 ☐ DOD(SEA)
 ☐ FAA
3. SURPLUS  
RELEASE DATE

4. SET ASIDE DATE

☒ NON-REPORTABLE  
☐ REPORTABLE
6. TOTAL ACQUISITION  
COST  
**\$5,879,820.00**

7. TO:

 GENERAL SERVICES ADMINISTRATION (FPRS)\*  
 PUS 10030  
 Richmond, Va.

8. LOCATION OF PROPERTY

Fort Eustis, Va.

9. HOLDING AGENCY (Name and address)\*

 DEMO WILLIAMSBURG  
 WILLIAMSBURG, VA

10. FOR GSA USE ONLY

SOURCE CODE ☐STATE ☐CITY ☐TYPE OF DONATION ☐ADJUSTED ALLOCATION CODE ☐

11. PICKUP OR SHIPPING INSTRUCTIONS\*

 TO BE PICKED UP BY INDIANA MILITARY MUSEUM. PHONE 317/632-5446  
 OF HISTORY.

12. SURPLUS PROPERTY LIST

L/I NO. (a)	IDENTIFICATION NUMBER(S) (b)	DESCRIPTION (c)	DEMIL. CODE (d)	COND. CODE (e)	QUANTITY AND UNIT (f)	ACQUISITION COST (g)	TOTAL (h)
	T10	CY-N4 1510-00 867-3654 PRESTIGED DOCUMENT WORK 2349-2001 OV-10 Training Aid General Model OV-10 S/N 68-15958 Mohawk AIRCRAFT Jmm		EX	1	EA	5,879,820.00

13. TRANSFEREE ACTION

 Transferee certifies and agrees  
 that transfers and donations  
 are made in accordance with  
 41 CFR 101-44, and to the  
 terms, conditions, and assur-  
 ances as specified on this doc-  
 ument.
a. TRANSFEREE (Name and address of State  
Agency, SEA, or public airport)\*
 STATE OF INDIANA  
 FEDERAL SURPLUS PROPERTY  
 229 W. NEW YORK STREET  
 INDFLS., IN 46204
b. SIGNATURE AND TITLE OF STATE AGENCY  
OR DONEE REPRESENTATIVE

(b) (6)

c. DATE

12/11/92

d. SIGNATURE OF HEAD OF THE SEA (School or  
National Headquarters)

e. DATE

14. ADMINISTRATIVE  
ACTION
 I certify that the administra-  
 tive actions pertinent to this  
 order are in accordance with  
 41 CFR 101-44 and as speci-  
 fied on this document have  
 been and are being taken.

a. DETERMINING OFFICER (DOD or FAA)\*

d. GSA APPROVING OFFICER

Thurman M. Davis

Acting Administrator

b. SIGNATURE OF DETERMINING OFFICER

c. SIGNATURE OF APPROVING OFFICER

(b) (6)

d. DATE

e. DATE

3/22/93